

In re:

Case No. 3:08-bk-02870-PMG

BAYVIEW FINANCIAL, L.P. f/k/a BAYVIEW
FINANCIAL TRADING GROUP, L.P.

V.

Defendants.

THIS CAUSE came before the Court upon the consent to final judgment of James P. McCarthy, one of the above-captioned debtors ("McCarthy"), in favor of Bayview Financial, L.P. f/k/a Bayview Financial Trading Group, L.P. ("Bayview Financial") regarding the non-dischargeability of Bayview's indebtedness as more fully set-forth below. Based upon the foregoing, and it appearing to the Court that McCarthy and Bayview Financial are each represented by counsel, and that McCarthy understands and agrees to entry of this Consent Final Judgment against him, and the Court being otherwise duly advised in the premises, it is

1. Final Judgment is hereby entered on behalf of Plaintiff, Bayview Financial, L.P. f/k/a Bayview Financial Trading Group, L.P., and against Defendant, James P. McCarthy.

RECORDED IN THE US BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA,
JACKSONVILLE DIVISION
F.B. VOL. 53, NO. 7279

2. There is due and owing to Plaintiff, whose address is 4425 Ponce De Leon Blvd., 4th Floor, Coral Gables, FL 33146 2665, from Defendant, James P. McCarthy, whose last known address is 3578 Planters Creek Circle West, Jacksonville, Florida 32224, the following sums under that certain adjustable rate promissory note dated February 6, 2004 in the original principal amount of \$404,100 (and various riders thereto), which was assigned to Bayview Financial on or about February 24, 2004 by The Lending Group, Inc., that was secured by a mortgage lien on certain real property owned by McCarthy and his wife, Elizabeth T. McCarthy, at 3743 Cricket Cove Road East, Jacksonville, Florida 32224, by mortgage agreement dated February 24, 2004 that was recorded in the public records of Duval County, Florida on March 2, 2004 at O.R. 11665, Pages 616-645 (the "Mortgage") :

a.	Principal Balance:	\$ 391,478.80
b.	Accrued Interest	\$ 48,743.80
c.	Fees: doc prep., late charges, etc.	\$ 4,063.22
d.	Legal Fees	\$ 20,505.74
e.	Other Funds Owed by Borrower	\$ 15,827.05
	TOTAL:	\$ 480,618.61

Said sum shall bear shall bear interest at the statutory rate of eleven percent (11%) per annum or the legal rate, for which let execution issue forthwith. The above amount shall hereinafter be referred to as the "Bayview Indebtedness."

3. The Bayview Indebtedness is excepted from discharge by Defendant, James P. McCarthy, in his instant chapter 7 bankruptcy case under 11 U.S.C. §§ 523(a)(2), (4) and (6) and is non-dischargeable. Moreover, the Bayview Indebtedness is excepted from discharge and is non-

dischargeable in the event that Defendant, James P. McCarthy's, instant chapter 7 case is converted to a different chapter of title 11 of the United States Code, and in any subsequent case commenced by him under title 11 of the United States Code.

4. This Consent Final Judgment does not constitute nor effect a merger or waiver of Bayview Financial's rights and interests under the Mortgage. Notwithstanding entry of this Consent Final Judgment, Bayview Financial's right to foreclose upon, or otherwise protect its rights and remedies under, the Mortgage shall remain unaffected.

5. The Court reserves jurisdiction to enter any further orders, or take any other actions, that may be necessary in connection with this matter.

DONE and ORDERED at Jacksonville, Florida on September 19, 2008.

BY THE COURT

Paul M. Glenn
HONORABLE PAUL M. GLENN
Chief United States Bankruptcy Judge

CONSENTED AND AGREED TO:

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Copy furnished to:

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Gary M. Freedman is hereby directed to serve copies of this order on all interested parties and to file a certificate of service.